

Centre Rules

Rule 1: Contact point

The Tenant must tell the Manager the Tenant's contact address and telephone number for all emergencies and keep the Landlord up to date with any changes.

Rule 2: Security

1. The Tenant must do the Tenant's best to keep the Premises safe and secure, and to protect them against theft. The security of the Premises is the Tenant's responsibility.
2. The Tenant must make sure all doors and openings are locked or shut securely whenever the Premises is unoccupied.
3. The Landlord may enter the Premises for any proper and reasonable purpose concerning the security of the Premises.

Rule 3: Keys

1. If the Tenant requires after hours access to the Premises and such access requires access to the Common Area, the Landlord must, at no charge to the Tenant, give the Tenant one set of keys or access cards for designated doors or openings in the Centre that give access to the Common Area.
2. If the Tenant requires after hours access to the Common Area from doors or openings other than those designated by the Landlord under Centre Rule 3.1, then the Landlord may, at its absolute discretion, provide such access to the Tenant subject to the Tenant reporting to, and being supervised by, the Landlord's security personnel. The Tenant must pay all costs for any access granted under Centre Rules 3.1 and 3.2.
3. If the Tenant needs an extra set of keys or access cards the Tenant must pay for the cost of each extra set.
4. The Tenant must make sure that only the Tenant retains possession of the keys or access cards. The Tenant must not make unauthorised copies of the keys or access cards.
5. The Tenant must report any loss of keys or access cards immediately to the Manager.

Rule 4: Hours of opening and closing

1. Subject to legislation affecting the Centre, the Centre Trading Hours may vary on a public holiday designated for the location in which the Centre is situated according to the specific public holiday. However, the Landlord or the Manager will notify the Tenant in advance of the hours or days which the Centre will be open on the public holiday. If the Tenant wishes to open outside the public holiday trading hours the Tenant must advise the Landlord or the Manager at least 3 days prior to the public holiday.
2. The Tenant must not open the Premises for business where the law prohibits this for the Tenant's type of business or premises.
3. The Landlord may close or lock any doors or openings to the exterior of the Centre on any day from one hour after the Centre Trading Hours end until 2 hours before the Centre Trading Hours commence on the following day.
4. The Landlord may open or close those parts of the Common Area designated for car parking as the Landlord thinks is reasonably necessary to prevent use for purposes not connected with the Centre or for the safety of the Centre or any person in the Centre.

Rule 5: Marketing

1. The Tenant must co-operate with the Landlord and, if requested, take part in any marketing or promotion of the Centre the Landlord carries out.
2. The Tenant must co-operate with the Landlord and, if requested, take part in promoting the use of any tradenames or logos connected with the Centre.
3. The Tenant must reimburse the Landlord's costs of adding or amending the Tenant's name and any other details that the Landlord determines to be reasonably required on the Centre directory.

Rule 6: The Landlord's standards for Premises

1. The Tenant must get the Landlord's consent before the Tenant does anything that affects the quality and standard of the Premises and its presentation. The Tenant must conform with the Landlord's reasonable requirements and standards of design, quality, style, and appearance of the Premises.

This applies to:

- ♦ fixtures, fittings, equipment, lighting, facilities or display (inside or outside the Premises);
 - ♦ the design and labelling of stationery, carry bags and utensils; and
 - ♦ anything on or visible from the outside of the Premises (for example: a sign, window blind, awning).
2. The Landlord may withdraw its consent at any time where the Landlord reasonably believes it is in the interests of the Centre or other people using the Centre.

Rule 7: Display

1. The Tenant must keep the display windows and appropriate parts of the Premises adequately lit during Centre Trading Hours and during such hours as reasonably required by the Landlord.
2. The Tenant must not display anything on the inside or outside of the Shopfront or Premises which is or is likely to be contrary to any Code or Guideline adopted by the Australian Association of National Advertisers (**AANA**). The Tenant must notify the Landlord of any determination made by Ad Standards about any displays on the inside or outside of the Shopfront or Premises and comply with the determination, including immediately removing the advertisement or display if Ad Standards finds it breaches an AANA Code or Guideline.

Rule 8: Signs

1. The Tenant must get the Landlord's consent before the Tenant:
 - ♦ puts anything on the outside or inside of the Shopfront (for example: a sign, advertisement); or
 - ♦ uses any picture or likeness of the Centre or the Premises for an advertisement (except as the Tenant's address or place of business).
2. The Landlord must consent to signs stating the Tenant's name and business if the Landlord believes they are of a standard in keeping with the Centre.
3. The Tenant must not display anything on the inside or outside of the Shopfront in relation to the closing down of the Premises at the end of the Lease (for example: signs stating 'Closing Down', 'Closing Down Sale', 'End of Lease', 'Liquidation', 'Fire Sale', 'Option' or other similar sale).
4. The Tenant must not use any of the Landlord's trademarks or logos in particular those connected with the Centre without the Landlord's prior written approval. The Landlord's approval may be withheld in the Landlord's absolute discretion.

Rule 9: Music in Premises and spruiking

1. If the Tenant plays music, makes any sound using sound equipment, or uses a television, the Tenant must make sure the sound is not unreasonably loud or not heard or likely to be heard outside the Premises.

2. The Tenant may play 'background recorded music' as long as the Tenant makes sure that if it is heard in other Premises or in the Centre it does not unreasonably annoy any other tenants or people using the Centre, or occupants of the residential areas.
3. If any sound is unreasonably loud the Landlord may request that the Tenant lower the sound level to a level inaudible outside the Premises.
4. The Tenant must obtain the Landlord's consent before spruiking in the Premises if it can be heard from outside the Premises.

Rule 10: Helium Balloons

Helium balloons are not permitted in the Centre.

Rule 11: Cooling and heating of Premises

The Tenant must get the Landlord's consent before the Tenant uses any service for cooling or heating the Premises other than those the Landlord supplies (for example: lighting, cooling, heating, circulating air).

Rule 12: Restrictions on food

The Tenant may only prepare or cook food in areas installed for that purpose.

Rule 13: Cleaning

1. The Tenant must, at the Tenant's expense, clean and keep clean:
 - ♦ the Premises;
 - ♦ the Shopfront;
 - ♦ the Common Area 2 metres from the Shopfront; and
 - ♦ the Common Area 2 metres from any entrance to the Premises.
2. The Tenant must only use cleaning products that comply with the Minimum Standards.
3. The Tenant must store and keep all waste and rubbish in proper receptacles, and make sure the rubbish is removed regularly to the receptacles nominated by the Landlord for rubbish of that type.
4. The Tenant must remove the Tenant's waste and rubbish to the loading dock and segregate it in accordance with the waste and recycle bins provided. In removing waste to the loading dock the Tenant may only use the Common Area at times the Landlord reasonably approves.
5. The Tenant must ensure that none of the Tenant's goods spill or fall onto the Common Area but if they do the Tenant must, as soon as possible, clean them up.

Rule 14: Use of facilities

1. The Tenant must only use facilities (toilets, sinks, basins, drains, plumbing) in the Premises and the Common Area for their proper purpose.
2. The Tenant must not deposit any rubbish or foreign material in any of the facilities.

Rule 15: Services

Rule 16: The Tenant must obey the Landlord's requirements concerning services the Landlord supplies (for example: air-conditioning or the elevators). The Tenant must not do anything which might interfere with their efficient operation. No dangerous behaviour

1. The Tenant must not do anything in the Premises or the Centre that is likely to be dangerous to anyone.
2. The Tenant must promptly tell the Landlord about any accident to or problem with any services or facilities that needs repair especially if the Tenant is aware, or ought reasonably to be aware, that this may be a danger or risk to the Premises, the Centre or any person in the Centre.
3. The Tenant or the Tenant's customers must not smoke in the Premises.

Rule 17: Use of Common Area for business

1. The Tenant must get the Landlord's consent before the Tenant uses or allows any part of the Common Area to be used for:
 - ◆ any business or commercial purposes; or
 - ◆ display or advertising.
2. If the Tenant does not get the Landlord's consent the Landlord may remove the Tenant's Property from the Common Area.

Rule 18: Delivering goods, using trolley

1. The Tenant must only use the delivery areas of the Common Area at the times the Landlord approves.
2. The Tenant must make sure that any trolley the Tenant uses for carrying goods does not mark or damage the floor of the Centre and makes minimal noise. All trolleys must have specifically designed wheels to match the requirements of the Centre's transportation devices, must be fitted with a coin operated mechanism and must be fitted with appropriate safety mechanisms to ensure their safe use on moving walkways. All trolleys must as a minimum requirement comply with AS/NZS 3847.1:1999.
3. The Tenant must not deliver large or bulky goods to the Premises through the Common Areas or other areas accessible to the public during Centre Trading Hours.

Rule 19: Equipment

1. The Tenant must get the Landlord's consent before the Tenant brings any equipment including heavy equipment onto the Premises. The equipment must be reasonably necessary for carrying on the Tenant's business in the Premises. The Landlord does not consent to any equipment that may cause any structural or other damage to the floors or other parts of the Premises or the Common Area or nuisance (including noise or vibration) to any occupier of the Centre.
2. Before the Tenant brings any of the Tenant's equipment onto the Premises or the Common Area the Tenant must give the Landlord at least 2 days prior notice.
3. The Landlord may direct the routing, installation and location of the equipment. The Tenant must obey all the Landlord's reasonable directions.

Rule 20: Elevator rules

1. The Landlord may issue any rules about using the elevators. The Tenant must obey these rules at all times.
2. If the Tenant wants to use an elevator when the Centre is closed, the Tenant must give the Landlord at least 24 hours prior notice. The Landlord may charge the Tenant any costs and reasonable expenses that the Landlord incurs (including electricity and overtime costs for employees and contractors).
3. The Tenant must use the goods elevator to carry bulky or large quantities of goods and equipment.

Rule 21: No burning rubbish etc

The Tenant must not burn any rubbish or any other material in the Premises or any part of the Centre.

Rule 22: No auctions

The Tenant must not conduct any auction, liquidation, or fire sale on the Premises.

Rule 23: Public address system

The Landlord may provide a public address system in the Common Area.

Rule 24: Car parking and loading dock

1. The Landlord may provide car parking for the Tenant, the Tenant's staff and the Tenant's customers and invitees in the parking area of the Common Area.
2. The Tenant must only use the car parking areas set aside for the Tenant's use. The Tenant must not use the car parking areas set aside for customers. The Tenant must and must ensure that its employees:
 - ♦ only park in designated Tenant/employee parking areas (if any);
 - ♦ observe all signs and directions by the Landlord and the Manager in relation to car parking; and
 - ♦ not cause any obstruction in the car park.
3. The Tenant may only use the loading dock areas for moving goods to or from the Premises in accordance with any hours advised by the Landlord from time to time.
4. If the Landlord asks, the Tenant must give the Landlord the licence numbers of the Tenant's vehicles.
5. The Landlord may issue any car parking rules that the Landlord thinks promotes or improves the convenience and use of the Common Area by customers and invitees of the Centre. The Landlord's car parking rules may cover:
 - ♦ policing the car parking areas;
 - ♦ changing car parking arrangements, including restricting parking;
 - ♦ charges for car parking;
 - ♦ closing all or any part of the car park at any time; and
 - ♦ discouraging non-customer parking.
6. The Landlord may charge a fee for customer car parking and for staff parking on the conditions that the Landlord thinks fit provided the fee is proper and reasonable and in accordance with current market rates.

Rule 25: Keeping Common Area clear

The Tenant must keep the Common Area clear. In particular the Tenant must not block or obstruct the fire doors or escape doors. The Tenant must not cover or obstruct any service duct, any fire prevention devices, or thing that allows light into or ventilation of the Centre. If the Tenant fails to keep the Common Area clear, the Landlord may remove and store or dispose of any offending item at the Tenant's cost.

Rule 26: The Tenant must obey fire regulations

1. The Tenant must obey all Laws concerning fire requirements, including any insurance, sprinkler or fire regulations. The Tenant must pay for any costs incurred in obeying these. In particular, the Tenant must not obstruct emergency exits or store items at a height that inhibits the fire services (including fire sprinklers) from working effectively.
2. The Tenant must not store or use inflammable or explosive substances or any regulated environmental contaminant in or on the Premises or Centre, except as required in the normal course of the Tenant's business and in accordance with the permitted use and applicable Laws.
3. The Tenant must notify the Landlord of any inflammable or explosive substances in the Premises.
4. If the Landlord is charged a levy for the fire brigade to attend the Centre for a false fire alarm and the Tenant is responsible for setting off the false fire alarm, the Tenant must pay the charge.

Rule 27: Fire or emergency drills

1. The Tenant must observe and obey all fire or emergency drills.

2. The Tenant must make sure that the Tenant is fully aware of all safety and emergency procedures.
3. The Tenant must ensure that the Tenant has at least one representative attend the emergency and evacuation training provided by the Centre.

Rule 28: Danger or risk to Centre

1. If the Tenant is aware of a risk or a danger (for example: a bomb threat, a terrorist threat, fire, demonstration, suicide attempt, contamination, or other dangerous incident) in any part of the Premises or the Centre, the Tenant must tell the Landlord immediately.
2. If there is, or may be any thing that is a risk or a danger (for example: bomb threat, a terrorist threat, riot, fire, demonstration, suicide attempt, contamination or other dangerous incident) the Tenant must immediately obey any instructions given to the Tenant, including leaving the Premises.
3. The Tenant must obey the instructions of the police or the fire brigade or other appropriate authority. The Tenant must not re-enter the Premises or the Centre unless the Landlord or the police or fire brigade or other appropriate authority tell the Tenant it is safe to do so.

Rule 29: Staff

The Tenant must ensure that all of the Tenant's staff undergo regular customer service training so that the level of service and customer expectations are met.

Rule 30: Packaging

When using packaging, the Tenant must only use packaging that:

- ◆ incorporates the Tenant's corporate logo;
- ◆ is of a high quality;
- ◆ is consistent with the Tenant's use of the Premises; and
- ◆ complies with the Landlord's then current fitout guide for the Centre.

Rule 31: Uniforms

1. The Tenant must ensure that all staff wear uniforms which:
 - ◆ incorporate the Tenant's corporate logo of the Premises;
 - ◆ is of a high standard;
 - ◆ is consistent with the Tenant's use of the Premises; and
 - ◆ protects the Tenant and complies with all safety requirements.
2. The Tenant must wear the uniform whenever the Tenant is working in the Premises or likely to be seen by the public when the Tenant is working in the Premises.
3. The Tenant must provide the uniform. The Tenant must keep it clean and in good repair.

Rule 32: Food service utensils

1. **Food Service Utensils** means everything the Tenant uses for serving the public consistent with the Tenant's use of the Premises and includes but is not limited to containers, eating utensils, cups, bowls, plates, cutlery, table accessories, paper bags, napkins, serviettes and packaging.
2. When serving take away items the Tenant must only use Food Service Utensils that are:
 - ◆ disposable;
 - ◆ of a high quality;
 - ◆ able to display food to its best advantage;
 - ◆ consistent with the Tenant's use of the Premises; and
 - ◆ compliant with the Minimum Standards.
3. When serving take away items the Tenant must use clear plastic and CFC-free containers. Containers must be of a colour and style that correspond with the theme of the Centre. Containers must have lids and must be designed to ensure no spillage.

4. The Tenant must ensure that chips or French fries of any sort are served in a cup or box or if that cup or box does not close, inside a bag and that all drink cups have either a lid or a saucer.
5. The Tenant must provide napkins, either by napkin dispensers or by rolling cutlery inside napkins.
6. If the Premises are located in a food hall:
 - ◆ the Tenant must supply common trays. The Tenant may use any tray liners that the Landlord approves. But during promotions, the Tenant must use any tray liners the Landlord requires.
 - ◆ the Tenant must keep any cutlery, napkins and common trays that are available to the public within the Premises.

Rule 33: Menu and menu display

1. In the Tenant's menu, the Tenant must only use the best quality food and drink.
2. The Tenant's menu forms part of the permitted use in Item 14 of the Reference Table. The Tenant must get the Landlord's approval to the menu and before the Tenant varies it. The Landlord must give the Landlord's approval if the Landlord is reasonably satisfied that the varied menu has substantially the same range, type and style of items previously approved by the Landlord.
3. The Tenant must not sell food or drink that is not included in the Tenant's menu.
4. While the Premises are open, the Tenant must display the menu items on the menu display. This display must be clear, attractive, well lit and in a prominent place in the Premises.
5. The Tenant must not use handwritten menus or prices, except for a 'specials' board, which must be of a professional standard.

Rule 34: Food displays

The Tenant must display the food in an attractive and appealing manner.

Rule 35: The Premises

1. The Tenant must keep the food preparation area clean and tidy.
2. The Tenant must make sure that the public cannot see the following in the Premises:
 - ◆ stored items;
 - ◆ garbage; and
 - ◆ items to be delivered.
3. The Tenant must arrange for deliveries to be made outside Centre Trading Hours. No storage or deliveries are to be made in the Common Area or Shopfront areas.

Rule 36: Price tags and ticketing

1. Price tags must:
 - ◆ be of a uniform size;
 - ◆ include the price and have room to change the price;
 - ◆ be written professionally (and not handwritten); and
 - ◆ be consistent with the fitout of the Premises.
2. Hanging tickets must not be used.

Rule 37: Waterless Wok

If the Tenant's cooking facility involves using a wok stove then the Tenant is required to install a waterless wok system in the Premises. The waterless wok system must be consistent with the relevant state water authority's best practice guidelines, unless the Landlord notifies the Tenant of other guidelines. The waterless wok system must be fitted in accordance with the Landlord's fitout guide and must comply with Australian Products Safety Standards.

Rule 38: Compactors

1. If there are compactors at the Centre:
 - ◆ the Landlord may train Tenants to use the compactors;
 - ◆ the Tenant must not use any compactor at the Centre unless the Tenant has the Landlord's consent to do so and been trained by the Landlord;
 - ◆ the Tenant must not use any compactors for a purpose other than the disposal of rubbish generated through the normal course of the Tenant's day to day business from the Premises (**Note:** In no circumstances may a compactor be used for the disposal of shop fittings or rubbish generated from fitout, refurbishment or other works to the Premises); and
 - ◆ the Tenant must compact all rubbish the Tenant takes to the compactor and not leave the rubbish to be compacted by others.

Rule 39: Entrance conditions

1. The Tenant must comply with any notice of conditions of entry placed by the Landlord in the Centre (for example: notices prohibiting bringing bicycles, skateboards or roller blades into the Centre).