

Terms and Conditions

Casual Licence

Terms and Conditions of Hire

1. In consideration of payment of the Licence Fee, we agree to provide you with access to and use of the Licensed Area on the Booking Date and for the Booking Time, in accordance with these Terms & Conditions of Hire.
2. You expressly acknowledge and agree that your use of the Licensed Area is not regulated by the *Leases (Commercial and Retail) Act 2001 (ACT)*.
3. You agree that your right to access and use the Licensed Area is personal to you, that you are a contractual licensee and that you have no exclusive right to possess the Licensed Area.
4. You must:
 - (a) only use the Licensed Area for the Purpose of Hire;
 - (b) at the end of the Booking Time on the Booking Date, vacate the Licensed Area, remove all of your promotional material, signage, equipment, rubbish and other property in or around the Licensed Area and otherwise leave it in a clean and tidy condition;
 - (c) comply with all legislative requirements, consents, approvals and authorisations applicable to your use of the Licensed Area and the Purpose of Hire;
 - (d) comply with all of our directions, notices and other requirements applying to users of the Centre. This includes the Rules, work health & safety requirements and the prohibition on smoking within 10 metres of any opening to a building at Canberra Airport (including air grilles, vents, diffusers, entry and exit points etc).
5. You must not without our prior written consent:
 - (a) enter the Licensed Area, including for set-up purposes, more than 30 minutes before the Booking Time on the relevant Booking Date;
 - (b) attach anything to the floors, walls or ceiling of the Centre or alter or remove any of the fixtures, fittings or equipment provided by us in the Licensed Area; and
 - (c) conduct any activities or use any materials or substances in the Licensed Area or the Centre which may cause a safety or security hazard or otherwise cause a nuisance to others at the Centre. We may direct you to immediately cease any activity and/or direct that persons immediately leave the Licensed Area and the Centre if we consider this provision has been breached.
6. All promotional material (including advertisements and media statements) you prepare in connection with your event must identify you as the organising entity and, unless we agree otherwise, must not include our name or logo and must not suggest or imply that we support or endorse your event.
7. We may access the Licensed Area at any time on the Booking Date to undertake urgent repairs or maintenance or as we require in the case of an emergency.
8. We make no representation or warranty as to the suitability of the Licensed Area for your event and you use the Licensed Area at your own risk.
9. We are not liable for any injury to you, your employees, contractors, invitees or attendees or any loss or damage to any of your property or the property of any employee, contractor, invitee or attendee of yours in connection with the hire and use of the Licensed Area . We require you to provide evidence of public liability insurance prior to allowing you to access and use the Licensed Area.
10. You agree to indemnify us for:
 - (a) any damage to our property or any property of our employees, agents or contractors;
 - (b) third party claims for personal injury or loss or damage suffered or incurred (including by any of your employees, contractors, invitees or attendees) in connection with the hire of the Licensed Area.
11. You are responsible for the costs of rectifying any loss or damage to any of our property at Canberra Airport. You must pay for any such loss or damage on demand.
12. In the event of an emergency or a security incident, you, your employees, contractors, invitees and attendees must immediately vacate the Licensed Area at the direction of either our employees or contractors or a law

enforcement body (such as the Australian Federal Police). If you are required to vacate the Licensed Area for more than 1 hour in any day, we will refund the Licence Fee for the affected day or days.

13. The Licence Fee entitles you to use the Licensed Area only and you are liable for payment of any other costs for services and facilities we agree to provide in connection with the event.
14. You must ensure that all your employees, contractors, invitees and attendees involved in your event are aware of and comply with these Terms & Conditions of Hire as necessary.

Terms and Conditions of Booking

15. We may, in our absolute discretion, refuse your booking.
16. If we accept your booking, payment will be required 14 days in advance of the Booking Date or as we otherwise agree.
17. You must pay the Licence Fee in order for us to confirm your booking. Your booking will not be confirmed until we receive payment in full. Your booking will be vacated without further notice to you if payment is not received 14 days prior to the Booking Date. If your booking is made within 14 days of the Booking Date, full payment must accompany your acceptance of this quote. A tax invoice may not be issued in advance; however a tax invoice receipt will be issued on payment.
18. Any change to the Booking Date after payment has been received will attract an administration fee of \$55 (GST inclusive).
19. We may, in our absolute discretion, cancel your booking:
 - (a) immediately, if we consider that your use of the Licensed Area is causing, or is likely to cause, safety or security issues at Canberra Airport (including potential harm or nuisance to our tenants) or is otherwise causing harm to our reputation or corporate image; or
 - (b) by giving you not less than 5 business days' notice, for any other reason.
20. If we cancel your booking in accordance with clause 17, we will refund any Licence Fee and charges for the Additional Requirements you have paid but we will otherwise have no liability to you (on any legal basis whatsoever) for any loss or damage you may suffer or incur in connection with that cancellation.

Booking Cancellation Rules and Refund Policy

21. Cancellation of your booking must be notified by email to leasing@canberraairport.com.au

and will be effective from the date of receipt of the notification. Verbal cancellations will not be accepted.

22. Where a cancellation has been notified prior to midnight on the day that is 14 days before the Booking Date, we will refund 100% of the Licence Fee and charges for any Additional Requirements you have paid less a processing fee of \$110 (GST inclusive).
23. No refund will be provided for cancellations notified after midnight on the day that is 14 days prior to the Booking Date.
24. All refunds will be made using the same method you used to make the original payment.
25. Where a transaction fee has been applied to your payment, in the event of cancellation, that transaction fee is non-refundable.
26. Where payment has been made by electronic funds transfer, you must provide us with account details for processing the refund.
27. We will make refunds within 14 days of notice of cancellation. or, where payment has been made by electronic funds transfer, once you have provided us with your account details.

GST

28. Licence Fees quoted are in Australian dollars and are inclusive of Goods and Services Tax (GST).

Definitions

In these Terms & Conditions, words with a capitalised first letter (defined terms) have the same meaning given to those words in the online booking form, unless otherwise specified.

In addition:

Centre means:

- (a) all the land which we use as the shopping centre known as the 'Majura Park Shopping Centre', any parking areas for the Majura Park Shopping Centre or other undertaking related to that shopping centre or those parking areas; and
- (b) all improvements (other than the your property) on that land.

Rules means the rules of the Centre which we notify to you.

We, us or **our** means Majura Park Retail Pty Ltd ABN 49 109 406 680; and

You or **your** means the individual who, or the organisation or entity which is applying to hire the Licensed Area on the online booking form.