

TERMS AND CONDITIONS

Licence

- 1.1 We grant to you and you take a non-exclusive licence to use the Site for the Permitted Use for the Duration on the terms set out in the Licence Agreement.
- 1.2 You must not use, or permit to be used, the Site or any part of the Site for any purpose other than the Permitted Use.
- 1.3 The use of the Site is granted to you in common with us and all others authorised by us. We are entitled at all times to possession of the Site.

Permitted Use requirements

- 1.4 In connection with the Permitted Use set out in the Licence Agreement, you must not:
 - (a) do anything on the Site or the Centre that is likely to be dangerous to anyone;
 - (b) have any direct contact with children;
 - (c) use abusive or offensive language;
 - (d) display items for sale or distribute flyers;
 - (e) disrupt, harass, accost, petition, solicit or interfere in any way with anyone;
 - (f) distribute any food or drink;
 - (g) involve animals;
 - (h) use any equipment or materials other than the Equipment set out in the Licence Agreement; or
 - (i) inhibit or restrict the flow of pedestrian traffic or obstruct the view of any shop front or kiosk in the Centre.
- 1.5 You must not actively solicit donations from anyone. You may place a hat, small container or musical instrument case in a safe place on the Site into which people in the Centre may voluntarily put money.
- 1.6 You must obtain our approval before using any sound amplification device in connection with the Permitted Use and ensure that your sound level does not exceed the level approved by Centre management.
- 1.7 You must promptly remove all rubbish and your Equipment from the Site before the end of this Licence.

You must obey the law

- 1.8 You must obey any law that requires you to do anything concerning the Site, the Permitted Use or this Licence including, without limitation, obtaining all consents and approvals that may be required under any local government ordinance or regulation.
- 1.9 You must observe and obey all fire or emergency drills.

Intellectual property

- 1.10 You must ensure that the conduct of the Permitted Use does not infringe any intellectual property rights including, without limitation, moral rights of any third party.

Termination

- 1.11 You breach the Licence Agreement if you disobey any term of the Licence Agreement. If you breach the Licence Agreement, we may immediately end the Licence Agreement, recover from you any loss we suffer due to your breach and exercise any of our legal rights.
- 1.12 Notwithstanding anything else in the Licence Agreement, we may at any time and in our sole discretion terminate the Licence with immediate effect.

Indemnity and release

- 1.13 You undertake the Permitted Use at your own risk. You release us and the Owner from any action or demand due to any damage, loss, injury or death, occurring in the Centre, except to the extent directly caused by the wrongful or negligent act of us or the Owner.
- 1.14 You are liable for and indemnify us and the Owner against any action, claim, proceeding, demand, loss, cost, liability or expense which we or the Owner may suffer or incur which arises out of or is connected with any damage, loss, injury (including illness) or death which is caused or contributed to by your act, omission, negligence or default except to the extent directly caused by the wrongful or negligent act of us or the Owner. It is not necessary for us or the Owner to incur any cost or expense or make any payment before enforcing a right of indemnity conferred by this Licence.

No assignment

- 1.15 This Licence is personal to you and you must not assign or sub-licence any part of your interest in this Licence or the Site in any manner at all.

Owner's liability is limited

- 1.16 If the Owner (or one or more of the parties constituting the Owner) is acting as trustee and/or responsible entity of a trust ("**Trustee**") then the Trustee (via us as its agent) enters into this Licence only in its capacity as trustee and/or responsible entity of the trust ("**Trust**").
- 1.17 If the Trustee has any obligation or liability in connection with this Licence its liability is limited to the extent to which the Trustee can be actually indemnified out of the assets of the Trust.
- 1.18 The Trustee is only personally liable if (in the case of the Trustee being Lendlease IMT (SM) Pty Ltd as trustee of Erina Investment Trust or Lendlease Funds Management Limited as trustee of Erina Property Trust) the Trustee's fraud, gross negligence or material breach of trust or, in the case of any other Trustee if it is fraudulent, negligent or in breach of trust. If the Trustee is not personally liable, you must not seek to wind it up to recover outstanding money.
- 1.19 If the Owner consists of more than one person and is liable under the Licence Agreement, each person comprising the Owner is only liable to the extent of its ownership interests in the Centre and they are not liable for each other.