

## CENTRE RULES

These Centre Rules (Rules) are in place to facilitate the safety and enjoyment of all Tenants, customers and visitors of the Centre. Each and every Tenant of the Centre and any person entering on the Centre or making use of the Centre from time to time shall be subject to and legally bound by these Rules. If you do not agree to comply with anything contained herein then we request that you immediately refrain from accessing or using the Centre in any way.

Centre Management reserves the right which shall be exercised at any time and in its absolute discretion to:

- (a) amend or make additions to these Rules;
- (b) make a final determination in the event of any dispute arising between the Centre Management and any Tenant or user of the Centre with regard to the compliance with or interpretation of these Rules or the Definitions contained herein; and
- (c) exclude and restrain from being on any part of the Centre any person other than a person who is acting in a *bona fide* manner who does not use the Centre in compliance with the Rules. Without in any way limiting the meaning of the term "*bona fide*" any person who has entered on the Centre or made use of the Centre in breach of the Rules and who, having been notified of that breach, commits a further breach of the Rules (whether of a like nature, or not) is, for the purpose of this clause, deemed not to be *bona fide*.

## KEY TERMS AND DEFINITIONS

In these Centre Rules, the expression:

**"Centre"** means all the buildings, improvements and land situated at Eaton Fair Shopping Centre from time to time and includes the residential apartments and all the fixtures in the Centre and the Centre Services.

**"Centre Management"** means Citygate Properties Pty Ltd or any duly authorised representative thereof.

**"Centre Services"** means all services supplied to or in the Premises and the Centre including electricity, water, sewer and where applicable; gas, drainage, grease trap, fresh air, exhaust systems, sprinkler systems, heating, lighting, lift, elevator and travelator services, electrical services, communication services, electrical power supply, hydraulic services, mechanical services, the air conditioning system, Fire Prevention Equipment and includes the Lessor's Fixtures.

**"Contractor"** means a qualified trades person or contractor who holds a current Australian registration or license (as the case may be).

**"Shop"** means the Premises, either leased or unleased and situated in the Centre, extending vertically from the upper surface of the floor slab to the under surface of the ceiling above the floor slab on each floor level of those premises and extending horizontally on each floor level to and including the internal surfaces of external walls, the mid or centre line of adjoining or inter tenancy walls or partitions and to the internal surfaces of external windows, and including all Centre Services in those Shops and any other fixtures.

**"Tenant"** means any Lessee of a Shop and/or residential tenant of an apartment situated at the Centre and, unless contrary to the context, includes any assignee, sub-lessee, employees, staff, Contractors and invitees.

## **RULES**

### **RULE 1: EMERGENCIES**

The Tenant, its employees, invitees and any Contractor shall:

- (a) give the Centre Management at least one 24-hour contact name, address and telephone number for the Centre Management to use in emergencies and shall keep the Centre Management informed of any changes to this information;
- (b) take part in fire drills and other emergency procedures;
- (c) tell the Centre Management immediately if the Tenant is aware of a risk or a danger (such as a bomb threat, a fire or a disturbance) in the Centre or the Shop;
- (d) obey the instructions of the police or the fire brigade or other emergency authority including leaving the Shop if there is, or could be, anything that is a risk or a danger to the Centre or to people in it (such as a bomb threat, a fire or a disturbance); and
- (e) not in the event of an emergency or threat re- enter the Shop or the Centre unless the Centre Management, the police, fire brigade or other appropriate authority tells the Tenant it is safe to do so.

### **RULE 2: TROLLEYS**

The Tenant, its employees, invitees and any Contractors shall:

- (a) ensure that all trolleys supplied by the Tenant for the use of its customers are promptly removed from the Common Area and placed in locations designated by Centre Management from time to time;
- (b) only use a trolley or similar item which belongs to them to move goods and rubbish and must not use trolleys that are the property of other retail tenants for any purpose;
- (c) not handle or transport more than 10 trolleys together at the same time in and around the Centre;
- (d) not handle or transport more than 7 trolleys at the same time on the travelators;
- (e) not be on any form of communication device while in the process of collecting trolleys (unless absolutely required in undertaking the task at hand); and
- (f) ensure their trolleys are travelator compliant.

### **RULE 3: SECURITY**

- (a) Each and every person accessing or making use of the centre must obey all signs and directions posted in the Centre by the Centre Management.
- (b) The Tenant, its employees, Contractors and invitees shall ensure that the Shop is secure when not in use.
- (c) The Tenant, its employees, Contractors and invitees shall comply with the Centre Management's security requirements.

#### **RULE 4: CORE TRADING HOURS**

Centre Core Trading Hours are between the hours of 7am and 9pm, seven days a week and as notified from time to time by Centre Management for Public Holidays.

#### **RULE 5: BUSINESS NAME AND SIGNAGE**

- (a) The Tenant, its employees, Contractors, invitees and any other person using the centre must not inscribe, paint, display, or affix, any sign advertisement, name, or notice, on or to any part of the Shop visible from the exterior of the Centre or from the Common Areas within the Centre except with the prior written consent of the Centre Management and then only of the colour, size, and style, and in the place or places first approved by the Centre Management provided that the Centre Management's consent and approval may not be unreasonably withheld.
- (b) The cost of affixing the name and description of a person, firm, or company, on directory boards in the Centre in standard design is to be paid by that person, firm or company.

#### **RULE 6: OBSTRUCTION AND SAFETY**

Any person accessing or using the Centre shall not:

- (a) cause any nuisance or disturbance to the Centre Management, Tenants or customers of the Centre and shall conduct themselves at all times in a socially appropriate manner;
- (a) solicit, approach, canvass or call out to customers of the Centre in an effort to coerce customers in any way including to purchase goods or services;
- (b) distribute pamphlets or flyers within the Centre or in the designated car parking areas;
- (c) cover or obstruct the floors, skylights, glazed panels, ventilators, or windows, which reflect or admit light or air into passageways or any other part of the Centre nor cover nor obstruct any light or other means of illumination in the Centre;
- (d) use nor permit to be used the Common Areas for the display or advertisement of any goods or services nor generally for any purpose other than a purpose for which the Common Areas were intended or provided;
- (e) obstruct or permit the obstruction of the driveways, pavements, entrances, arcades, vestibules, corridors, passages, halls, elevators, travelators, stairways, fire doors, or escape doors, in or about the Centre nor use any of them for any purpose other than the purpose for which they were constructed or provided;
- (f) play any musical instrument in or about the Centre except with the prior written consent of the Centre Management;
- (g) ride; a bike, scooter, skateboard or associated item or bounce or play with a ball inside the Centre or on its surrounding pathways; and
- (h) use the lifts or travelators for any other purpose except personal conveyance and the transportation of shopping trolleys.

#### **RULE 7: BUILDING WORKS**

The Tenant, its employees, Contractors and invitees shall:

- (a) not erect nor install any window blind, window screen, awning or floor covering, without the prior written approval of the Centre Management;

- (b) not drive nails, screws, bolts, hooks or fastenings, into any part of the Shop or the Centre without the Centre Management's prior written consent nor use any explosive power-driven method of fixing articles to ceilings, walls or floors;
- (c) ensure that all works done by the Tenant or its Contractors are undertaken outside of the Centre Core Trading Hours, unless otherwise agreed to in writing by Centre Management.

#### **RULE 8: REPAIRS**

The Tenant shall make good any damage caused to the Centre by the Tenant, its employees, invitees or any Contractor under its control.

#### **RULE 9: RUBBISH DISPOSAL**

Any person accessing or using the Centre shall not;

- (a) throw or drop anything down any elevator shaft, travelator, passage, or stairway;
- (b) deposit waste paper or rubbish anywhere except in proper bulk waste receptacles; or
- (c) place on any sill, ledge or other like part of the Centre or the Common Areas any article or substance.

The Tenant, its employees, Contractors and invitees shall;

- (d) keep all waste and rubbish in proper receptacles that cannot be seen from outside the Shop, until removal;
- (e) ensure that removal of waste and rubbish is carried out safely and in a manner, that does not impact on the cleanliness of the Centre;
- (f) only remove waste and rubbish outside the Centre Core Trading Hours;
- (g) remove wet waste each day;
- (h) ensure that all cardboard waste is flattened and disposed in the recycling bin; and
- (i) not burn any rubbish or waste in the Centre at any time except in a place approved by the Centre Management in writing.

#### **RULE 10: MOVING GOODS**

The Tenant, its employees, Contractors and invitees shall;

- (a) only permit the delivery or movement of any goods, wares, merchandise or other articles of bulk or quantity in the Common Areas at times permitted by the Centre Management and generally in compliance with all reasonable requirements of the Centre Management; and
- (b) direct all courier services or other persons making deliveries to the Centre, to deliver and pick up packages for, to and from the Tenant from those areas that the Centre Management in its absolute discretion designates from time to time for those purposes. In the absence of any designation by the Centre Management, all deliveries of packages must be made outside of the Centre Core Trading Hours or in a manner that will be the least disruptive to the Centre.

#### **RULE 11: SERVICES AND CENTRE MANAGEMENT'S PROPERTY**

Any person using the centre must not (except as authorised by the Centre Management or in the case of an emergency) enter nor go onto the roof, into any plant room, or any other part, of the Centre other than the Common Areas.

#### **RULE 12: LOAD LIMITS AND HEIGHT RESTRICTIONS**

The Tenant, its employees, Contractors and invitees shall;

- (a) use only electricity or gas supplied through meters for light, power and heat;
- (b) only use the Centre and any facilities therein for their proper purposes;
- (c) observe the maximum load weights and height restrictions throughout the Centre;
- (d) not use nor permit nor suffer to be used any method of lighting, cooling, or heating, other than as supplied by the Centre Management or under special agreement made with the Centre Management for the purpose;
- (e) not do anything that affects the working or efficiency of air conditioning equipment or any other Centre Services; and
- (f) not do anything that increases or could increase the load on electrical circuits in the Shop.

#### **RULE 13: NO AUCTIONS**

The Tenant, its employees, Contractors and invitees shall not hold any auction, fire, liquidation or bankruptcy sale at the Centre.

#### **RULE 14: RESIDENCE**

The Tenant, its employees, Contractors and invitees shall not sleep or reside in the Shop.

#### **RULE 15: ANIMALS**

Any person accessing or using the Centre must not have an animal or bird in the Centre (except a guide dog accompanying a person with impaired sight) unless allowed by the Permitted Use and/or the Centre Management.

#### **RULE 16: COOKING**

The Tenant, its employees, Contractors and invitees shall not cook or prepare food in the Shop (except in areas approved by the Centre Management, which have appropriate exhaust systems).

#### **RULE 17: DANGER**

The Tenant, its employees, Contractors and invitees shall not store within the Shop or any other part of the Centre any chemical or inflammable gas, fluid or substance.

## RULE 18: KEYS

The Tenant, its employees, Contractors and invitees shall;

- (a) report any lost keys or security access cards to the Centre Management;
- (b) not permit any keys or security devices at any time to come into the possession or control of any person other than the Tenant, its employees or agents.

New tenancy keys will be charged to the Tenant at \$30 per key and new mailbox keys will be charged at \$20 per key.

## RULE 19: PARKING

- (c) The Tenant, its employees, Contractors and invitees shall only park vehicles at the Centre in locations designated by the Centre Management from time to time and shall not park in customer car bays.
- (d) Any non-compliance with this rule may result in a fine to be paid by the Tenant to the Centre Management in the amount of \$100 per vehicle per day.
- (e) The Centre Management reserves the right to be exercised in its sole discretion to implement wheel clamping procedures at any time to enforce compliance with these Rules.



## RULE 20: MAIL

- (a) The Centre Management shall not be responsible for the delivery of mail to any Premises including to any Shop or apartment;
- (b) The Tenant shall use the designated mail box provided by Centre Management and shall not, without the Centre Management's consent, use its Premises as its postal address;
- (c) The Tenant must make arrangements for the appropriate redirection of Australia Post mail addressed to the Shop upon vacating the Premises;
- (d) Rule 18 which applies to keys to the Premises or the Centre shall also apply to mail box keys.

## RULE 21: PHOTOGRAPHY

- (a) The use of photographic, video or audio recording equipment by any person including the Tenant, its employees, Contractors and invitees in or around the Centre, without prior written consent of the Centre Management is strictly prohibited; and
- (b) Centre Management may remove any person from the Centre for contravening this rule or any condition of any consent of the Centre Management.

## RULE 22: SMOKING

The Tenant, its employees, Contractors and invitees shall not smoke any tobacco products or any other substance whatsoever while in the Shop or at the Centre.

