

TERMS AND CONDITIONS IIUM STUDENT MALL PUSHCART, POP-UP BOOTH AND PREMISES

1. Eligibility

- 1.1 Business Rental activities introduced by Entrepreneurship Development Centre (EDC) is IIUM students (PG or UG) with **Active status up to 4th year 1st Sem ONLY**.
- 1.2 Application forms are to be submitted to EDC at least **Two (2)** weeks prior to rental date.
- 1.3 All applications for business will be subject to the EDC's approval.
- 1.4 Application involved with **Food and Beverages** must be submitted together with **Typhoid Injection Certificate and Food Handling Certificate** for all staff in charge.

2. Operation Hours

- 2.1 Operating Hours shall be from **8:00am – 10:00pm**.
- 2.2 Vendors **MUST** operate on **weekdays (Monday – Friday)** throughout the semester including semester break. **Operating premises on weekends including Public Holidays are strongly encouraged.**
- 2.3 In any emergency situations, an **application for break with valid reason** subject to approval of EDC must be submitted **at least 1 week** in advance.
- 2.4 In the event of an unplanned closure of premises, a notification should be made to EDC office by either contacting the office at **603-6421 6397/6393/3667/3637** or **edcadmin@iium.edu.my**.

3. Rental Charges and Payment

- 3.1 **The payment shall be fully distributed to IIUM before/on 5th of each month.** The details of the bank are as follows:

Bank Name	:	Bank Muamalat Malaysia Berhad
Beneficiary Name	:	UIAM Operating Account
Account Number	:	1407-0000004-716
SWIFT Code Reference	:	BMMBMYKL
Email	:	edcadmin@iium.edu.my
Reference	:	EDC Business

- 3.2 **A refundable security deposit** will be collected upon signing of the rental agreement and strictly **no refund of the rental fee should there be any cancellation.**
- 3.3 **Payment for the rental of the business premises under EDC shall be made in full to IIUM Operating Account and proof of payment must be submitted to EDC, Level 2, Administrative Building, IIUM at least one week prior to the commencement of the rental period.**
- 3.4 Vendors must produce a **Valid Matric Card** pass for verification of identity.
- 3.5 **Original payment receipt** must be presented when **collecting the pushcart/premises key** from EDC.

3.6 Details of rental rate are as follows:

No.	Business	Details (LxWxH)	Total Per Month (RM)	Security Deposit (RM)	Rental Period
1	Pushcarts	4.0ft x 8 ft x10ft	216.00 (including 8% SST)	200.00	1 semester

4. Placement of Pushcarts/Pop-Up Stalls

- 4.1 Pushcarts are placed at the EDC's Student Mall or any other area determined by EDC.
- 4.2 To prevent overcrowding; **ONLY 2 chairs** are allowed to be placed by the rented pushcart.

5. Manning of Pushcart/Premises

- 5.1 The approved vendors are held responsible for manning the pushcarts/premises.
- 5.2 EDC will monitor the maintenance of pushcart/premises as well the act and conduct of the vendors on periodical basis. A **letter of warning** and/or **revocation** shall be issued for non-compliance of the agreed terms and conditions.

6. Sale of Items

- 6.1 Only items that **do not contravene the Laws of Malaysia** may be sold.
- 6.2 **The sale of cigarettes, alcohol and anything that is unsafe / unfit for consumption is NOT permitted.**
- 6.3 Items sold must not be contrary to IIUM students' code of conduct.
- 6.4 All food items sold must be in box, proper packaging or in sealed packs – **Grab and Go** style. (e.g., nuts, tidbits, biscuits-packed, prepped food, beverages etc.).
- 6.5 All vendors must take necessary actions to ensure that the cleanliness of the premises, fixtures, fittings and utensils used is always maintained so that all surfaces that come into contact with food will not be contaminated with food poisoning/bacteria.
- 6.6 **All items to be sold shall be declared on the application form.**

7. Placement of Goods

- 7.1 Placement of Pushcarts/Items at Premises should not obstruct traffic flow in any manner.
- 7.2 Distributions of promotional materials in conjunction with the hire are subject to approval by the EDC.
- 7.3 Promotional material should not include any content that are proselytizing in nature or contains offensive, pornographic text and images.
- 7.4 Vendors may only use the space within their premises for the display and storage of their wares.
- 7.5 **Use of any furniture, including boxes, chairs or tables for the purpose of extending presence is not permitted (unless with the approval from EDC).**
- 7.6 **Permanent attachments to the premises are not permitted.** Should the vendors need to hang materials or temporarily attach materials to the premises, vendors must ensure that these are completely removed when the premises is returned.
- 7.7 Only low voltage electrical items such as sandwich maker/kettle/reheat item are allowed to be used at the pushcarts.
- 7.8 Glue, scotch-tape, gum paper, screws, wire staples or nails are strictly not allowed to be affixed onto the pushcarts.
- 7.9 Premises cannot be modified or repainted without approval from EDC.

8. Responsibilities

- 8.1 Vendors will be solely responsible for their own losses and safekeeping of their products.
- 8.2 Subletting is strictly prohibited. Stern action will be taken against operators who violate the rule.
- 8.3 EDC is not liable for any damage or loss, whether consequential or otherwise, for any damage to or loss of items.
- 8.4 Vendors are held solely responsible for any damage to the premises. Premises shall be returned to the same condition as when they are rented, subject to normal wear and tear. Vendors are advised to check the condition of the premises at the start and end of the rental agreement. If any damage to the premises is found or reported, the vendors will be liable for the damages. The repair cost will be charged upon vendors or through deduction of deposit based on the repaired amount.
- 8.5 Vendors are liable for the cost of replacing the entire lockset of the pushcart/premises should the pushcart/premises key is lost. EDC will man the duplication of keys.
- 8.6 Vendors are responsible for any tortious act, whether through negligence or otherwise, arising from any protrusions from the pushcart/premises or any electrical wiring leading from the pushcart/premises.
- 8.7 Vendors are to remove any goods and advertising media immediately before 5:30 pm on the last day of cart operation and return the key to the EDC Office.

9. Termination

- 9.1 EDC reserves the right to terminate any vendor on certain grounds if they fail to comply with the terms and conditions as stated.
- 9.2 All vendors should also abide by the overall IIUM rules and regulations.

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DECLARATION PAGE

To: **Entrepreneurship Development Centre, IIUM**

Re: **Terms and Conditions and Acknowledgement of Payment for Rental of Pushcart/Premise**

I, _____ (Name), of _____ (NRIC) hereby acknowledge that I have paid RM _____ Rental to Entrepreneurship Development Centre, IIUM for the month of _____.

I also **AGREE** with the **TERMS AND CONDITIONS** as stipulated in the attached document. EDC shall hold no responsibility for any violation of the term and condition by the hirer.

Signature:

Approved by:

Name :
Matric No :
Date :

Name / Official Stamp :
Date :